

E. 099894

Prepared by:
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To the Chancery Clerk of DeSoto County, Mississippi:

The real property described herein is situated in Section 30, Township 2 South, Range 6 West of DeSoto County, Mississippi.

RIGHT-OF-WAY EASEMENT FOR TELEPHONE COMPANY PLANT

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) cash, and other good and valuable consideration, receipt of which is hereby acknowledged, **WILLIAM T. HAWKS**, whose address is 1004 E. Capitol NE, Washington, D.C. 20003 and **DIANE HAWKS**, whose address is 770 Fifth St. NW, Apt. 1018, Washington, D.C. 20001 (collectively, the "Grantors"), for themselves, their heirs, executors, administrators, successors and assigns hereby grant and convey unto **CENTURY TEL OF NORTH MISSISSIPPI, INC.**, a Mississippi corporation, whose mailing address is 7045 Hwy. 305 North, Olive Branch, Mississippi, 38654, its successors and assigns (the "Grantee") an easement to construct, maintain, operate, alter, add to, repair, replace, and/or remove its telephone facilities consisting solely of underground telephone cables and wires, underground conduits and manholes, and related appurtenances (collectively, the "Telephone Company Plant") upon, over, in, under, across, along and through the following real property situated in DeSoto County, State of Mississippi, to-wit:

Running parallel and adjacent to the existing Lewisburg Water District easement which runs north and south along Craft Road, having a width of five (5) feet for a distance of approximately 1,250 feet as shown on the drawing attached hereto as Exhibit A (the "Easement Property").

SEC 30 TS 2 S R 6 PT SW 1/4

Grantee shall have the right of ingress to and egress from the land of the Grantor for the purpose of exercising the rights herein granted and the right to cut down and control the future growth of all trees and brush which may, in Grantee's judgment, interfere with the use of said easement.

Grantee and its Contractors and/or Subcontractors shall have the right to clear the Easement Property and keep the same free of brush, tree or root growth and vegetation and any other obstruction to such extent as may be necessary to prevent contact or interference with the Telephone Company Plant and the operation thereof and to protect persons from injury or death and the telephone company or other property from loss, destruction or damage by fire or other casualty or otherwise.

Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences, or to the property of the Grantors or others by the construction or maintenance of the Telephone Company Plant.

Grantors covenant not to erect any structure upon the Easement Property that would interfere with Grantee's use of said easement.

Century



Grantors agree that the Telephone Company Plant, installed on the Easement Property at Grantee's expense, shall remain the property of the Grantee, removable at the option of the Grantee.

All cables, wires, and conduits shall be constructed and buried by Grantee at a minimum depth of thirty-six (36) inches below the surface of the Easement Property.

If the Easement Property ceases to be used for the purpose described herein, title to the Easement Property shall revert to Grantors.

Grantors covenant that Grantors are the owner of the Easement Property.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]



IN WITNESS WHEREOF, Grantors have executed the above and foregoing instrument as of April 14 2005.

-GRANTORS-

William T. Hawks
WILLIAM T. HAWKS

Diane Hawks
DIANE HAWKS

di
STATE OF Washington, D.C.
di
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said County and State, on this 14th of April, 2005, within my jurisdiction, the within named WILLIAM T. HAWKS, who acknowledged that he executed the above and foregoing instrument.

David Esenberg
NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES
ON AUGUST 31, 2005

STATE OF Mississippi

COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21st of April, 2005, within my jurisdiction, the within named DIANE HAWKS, who acknowledged that she executed the above and foregoing instrument.

Al E. Cannon
NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES JUNE 2, 2007

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